

6/30/82

COLLECTIVE BARGAINING

AGREEMENT

between

CITY OF RIVER ROUGE, MICHIGAN

and

LODGE 127 OF THE FRATERNAL ORDER OF POLICE

UNIT I

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

*River Rouge, City of*

*River Rouge Police Department  
River Rouge, Michigan 48218*

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P R E A M B L E

PARTIES

This Agreement entered into effective, 7/1/79 between the CITY OF RIVER ROUGE, MICHIGAN, a municipal corporation, hereinafter called the City, Unit I of Lodge 127 of the FRATERNAL ORDER OF POLICE, hereinafter called the Lodge

The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Lodge, in the best interest of the community; to promote economy and efficiency of operations, elimination of waste, realization of maximum quality and quantity of output; to improve the public police service; and to provide an orderly and equitable means of resolving future differences between the parties.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Sec. I

"City or "Employer" shall include the elected or appointed representatives of the City of River Rouge, Michigan.

"Lodge" shall include the officers or representatives of River Rouge Lodge 127, F. O. P. Unit I, Patrolpersons and Corporals.

Whenever the singular number is used, it shall include the plural.

ARTICLE II

COVERAGE

This Agreement shall be applicable and cover all public safety employees classified as Patrolpersons and Corporals.

ARTICLE III

RECOGNITIONS, AGENCY SHOP - MEMBERSHIP AND DUES

Sec. 1

Recognition.

The City recognizes the Lodge as the sole and exclusive bargaining representative of the covered employees of the Police Department.

Sec. 2

Agency Shop - Check Off - Union Security

(A) The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

(B) All employees hired on or after the signing of this Agreement by the parties and as a condition of continued employment by the City shall either:

1. Sign and deliver to the City an assignment authorizing deduction of membership fee and regular dues commencing with completion of a thirty (30) day period from the date of hire.

2. It is understood the Lodge will represent these employees during their probationary period for hours, wages, and conditions of employment.

3. Those employees who are currently on the payroll and who have completed the period mentioned above and who are not members of the Lodge must cause to be paid to the Lodge (as a cost of negotiations and administration of the

Contract) by authorizing the deduction of such, in writing within thirty (30) days of the date of this Agreement, whichever is later; or

4. In the event that any employee shall fail to comply with either of the three (3) sub-paragraphs, the City upon receiving a signed statement from the Lodge indicating the employee has failed to comply therewith, shall immediately notify said employee that his services shall be discontinued within thirty (30) days of the date of said notice. The refusal of any employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

5. The City shall forward to the Lodge all dues and representation fees deducted from the employees pursuant to the authorization within (30) days after such deduction has been made, together with a list of the names of those employees for whom the deductions have been made.

### Sec. 3

#### Membership Dues

(A) The Lodge shall indemnify and save the Employer harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

(B) The City shall deduct, as dues, from the pay of each employee from whom it receives a written authorization



to do so, the required amount for the payment of Lodge dues, fees, and assessments. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the Lodge office within thirty (30) days after such collections have been made.

## ARTICLE IV

### ACTIVITIES AND REPRESENTATION

#### Sec. 1

Covered Employees and their Lodge representative shall have the right to join the Lodge, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment of their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

#### Sec. 2

There shall be one Lodge representative per shift chosen from among employees with one or more years of seniority in a manner to be determined by the Lodge. The President and the Lodge representative shall represent the employees and shall be authorized to resolve grievances and other matters on behalf of such employees in any step of the grievance procedures provided herein. Such resolved grievances and other employee matters shall be final and binding upon the employees and the Lodge. The Lodge shall designate, in writing, the Lodge representatives and the Employer shall not be required to recognize or deal with any employee other than the one so designated. The City will grant a necessary and reasonable amount of time off

during straight time working hours to the representative when necessary to the processing of grievances and administration of this contract.

Sec. 3

The Lodge shall be provided suitable bulletin board space to be located in the Police Department Squad room for the posting of notices of Lodge meetings, Lodge elections, Lodge recreational and social events, and other notices concerning union affairs which are not political or controversial in nature. Such board shall be identified with the name of the Lodge and the Lodge may designate persons responsible therefor.

Sec. 4

The Lodge may schedule meetings at the Civic Center for reasonable times insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department, or the conduct of official City of River Rouge business.

Sec. 5.

One officer of the Lodge selected to attend the National Convention will be allowed time off not to exceed five (5) days without affecting vacation time and without leave days being charged with the approval of the Safety Commission. Up to three officers of the Lodge selected to attend the State Convention will be allowed time off not to exceed three (3) days without affecting vacation time and without leave days being charged with the approval of the Safety Commission.

ARTICLE V

OTHER AGREEMENTS AND ORGANIZATIONS

Sec. 1.

The City and the Lodge hereby affirm their adherence to the democratic principles of free, uncoerced choice and agree that they shall not discriminate against any employee covered by this Agreement because of age, race, color, religion, sex, national origin, membership or non-membership in any labor organization.

The City will not recognize any other bargaining agent during the term of this contract.

ARTICLE VI

SENIORITY

Sec. 1.

Definition: Seniority shall mean the length of continuous service with the Police Department.

Sec. 2.

Accrual of Seniority

(A) An officer's seniority shall date from the most recent starting date of full-time service within the Police Department. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot.

(B) All original appointments shall be probationary and subject to a probationary period of one (1) calendar year after appointment. At any time during the probationary period, the Employer may remove or discipline an employee whose performance does not meet the required work standards. Any employee shall have the right to the first 2 steps in the grievance procedure.

(C) All promotional appointments shall be probationary and subject to a probationary period of one (1) calendar year after appointment. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the Employer decides to remove him from the promotional appointment during the probationary period because the employee does not meet the required work standards.

Sec. 3.

Loss of Seniority. An employee's seniority and employment shall terminate if:

(A) The employee resigns or quits, or

(B) The employee is discharged, or

(C) The employee is absent from work for five (5) consecutive working days without notifying the Employer of an acceptable reason to the Employer for such absence, or

(D) The employee gives a false reason for requesting a leave of absence or overstays a leave of absence without advising the Employer of an acceptable reason to the Employer, or

(E) A settlement has been made with the employee for total disability, or

(F) The employee falsified pertinent information on his application for employment, or

(G) The employee is retired, or

(H) The employee participates in any strike, sitdown, stay-in, during the term of this Agreement.

Sec. 4.

Seniority Lists. The Employer shall maintain a roster of employees in the Police Department arranged according to seniority showing name, position class and seniority date, and shall furnish a copy to the Lodge in March of each year, and as soon as practicable the first year.

Sec. 5

Application of Seniority. Seniority shall be applied in establishing shift assignments and vacation schedules.

Sec. 6.

All transfers from one division to another within the Department shall be posted for a period of ten (10) consecutive days and interested members of the Department allowed to apply. It is the intent of this section to inform the administration of the Department of the individual members interest in the position so posted. The Administration of the Department shall make the final decision of the filling of such positions.

ARTICLE VII

HOURS OF EMPLOYMENT

Sec. 1.

The work schedule for staff employees and the Detective Bureau shall be five (5), eight (8) hour work days for a total of forty (40) hours each week.

Sec. 2.

Employees assigned to work shifts that run consecutively for seven (7) work days shall be governed by ten (10) work days for a total of eighty (80) hours each two (2) weeks, unless mutually agreed otherwise.

Sec. 3.

Employees assigned to narcotics work shall have no regular scheduled hours of employment. Shifts shall be eight (8) straight hours unless mutually agreed otherwise.

Sec. 4.

All days shall be eight (8) straight hours, not a split shift. Hours of duty shall not be changed to avoid the payment of overtime. This Article shall not be construed as and is not a guarantee of any number of hours of work per day or per week.



ARTICLE VIII

STRIKE PROHIBITION

Sec. 1.

Adequate procedures being provided by Article XI for the settlement of any grievance(s), dispute(s), or impasses(s), which may exist or arise between any one or more of the employees covered by this Agreement or the Lodge, its members, representatives, officers, or committees, and the Employer.

Accordingly, during the term of this Agreement, it is agreed that neither the Lodge nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone, and the officers of the Lodge will take affirmative action to preclude or terminate any slowdown or strike against, including but not limited to any concerted refusal to work for, any concerted absenteeism from work or concerted resignation from employment with, the Employer.

The Employer shall have the right to discipline or discharge any employee for violating the provisions of this Article. It is understood the Lodge shall have recourse to the grievance procedure with respect to such discipline or discharge, limited to the issue of whether or not the employee did violate the provisions of this Article

ARTICLE IX

MANAGEMENT RIGHTS

The Employer retains the right and authority to manage and operate the Department under such rules and regulations as shall not be in conflict with the terms of this agreement, including but not limited to the right to decide the number of employees, to schedule and assign employees, to maintain order and efficiency; to make rules of conduct for employees; to hire, fire, layoff, discharge or discipline for cause, assign and transfer employees. To set starting and quitting time and hours and days worked; and to determine and administer all other matters subject only to the express provisions of this Agreement, according to the Rules and Regulations of the River Rouge Public Safety Commission.

ARTICLE X

MAINTENANCE OF CONDITIONS

Sec. 1.

Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

Sec. 2.

The City will make no changes in wages, hours, and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise, unless mutually agreed upon between the parties to this Agreement.

## ARTICLE XI

### GRIEVANCE AND ARBITRATION

#### Sec. 1.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by the authorized representative of the Lodge. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. Should any grievance arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

STEP 1. An aggrieved employee, through the Lodge, or the Lodge in behalf of one or more employees, or in its own behalf, may initiate a grievance by submitting such grievance in writing to the Chief of the Department within ten (10) working days after the occurrence or omission giving rise to the grievance. The Chief shall reply in writing ten (10) days thereafter.

STEP 2. If the matter is not satisfactorily resolved in the first step, the Lodge may appeal in writing to the Safety Commission within ten (10) days following the reply of the Chief, or if no reply has been received from the Chief within ten (10) days following the submission of the grievance under Step 1, within the next ten (10) days. The Safety Commission shall reply in writing within ten (10) days thereafter unless waived by either party.

STEP 3. If the grievance is not satisfactorily adjudged in the last preceding step within the time provided (unless mutually extended), either party may, within twenty (20) days, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided.

The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting the arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then-applicable rules and regulations of the American Arbitration Association. The expenses of the arbitrator, excepting the parties' own expenses, shall be borne half by the City and half by the Lodge. The arbitrator shall have the authority and jurisdiction to determine the interpretation and/or application of the collective bargaining agreement respecting the grievances in question, but he shall not have the power to alter or modify the terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge of discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge or discipline, if he shall so determine, to order the payment of

back wages and compensation for an employee, which the employee would otherwise have received and/or enter such other and/or further award as may be appropriate and just. His award shall be final and binding on the parties and affected employees. If the arbitrator finds he has no power to rule on a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Sec. 2.

When an employee is given a disciplinary discharge or layoff or a written reprimand and/or a warning which is affixed to his personnel record, the Lodge representative will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within ten (10) working days. Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

ARTICLE XII

SAFETY, HEALTH, WELFARE AND EDUCATION

Sec. 1.

The Lodge and the City shall establish a joint Safety Committee of two (2) representatives of the F.O.P. (one for each bargaining unit) and two (2) representatives of the City, the Chief of Police and a member of the Safety Commission. The parties shall meet from time to time to discuss and mutually cooperate in the enforcement of safety rules and regulations.

Sec. 2.

The employees shall be allotted sufficient ammunition and supplies for the qualification of said employees at the police pistol range.

- (a) Qualifications in weapons shall be made during the employees normal tour of duty. Handguns to be fired monthly, the Commanding Officer having discretion as to time, place and other conditions, and all other heavy arms will be fired semi-annually, at the discretion of the Commanding Officer

Sec. 3. Schooling.

Any employee designated by the Chief of Police to attend schools benefiting both the City and the employee shall be remunerated at the rate of regular pay. School time not to be considered toward overtime.

- (a) The City shall pay the tuition, expenses and provide proper transportation for schools provided. (Employees will receive gasoline allowance per round trip if City transportation is not available.)

Sec. 4. In-Service Training (Inter-Department).

Rescheduling for in-service training will be at the exclusive option of the Chief of Police, all other in-service training will be paid at time and one half (1½) the current hourly rate of pay.

Sec. 5. Vehicles.

If a vehicle should be determined as defective and unsafe for use during a tour of duty, the employee shall report it to his Commanding Officer who shall have a mechanic on duty check it to determine if it is faulty or not. The said vehicle shall be parked during this time and shall remain parked until properly cleared by the mechanic on duty as fit for road service.



Sec. 6.

The written safety code shall contain the following safety regulations, to take immediate effect upon ratification of this Agreement:

- (a) Equipment - proper equipment such as helmet, night sticks, flashlights, first aid kits, shotguns and ammunition, and portable two-way radios shall be made available to all employees on duty during any normal eight (8) hour shift.
- (b) Patrol cars shall be air conditioned with a protective device between front and rear seats and all handles on rear doors and windows shall be removed. Bullet proof glass shall be installed at the desk counter and the front door shall be electronically controlled. No officer shall pick up a prisoner alone.

Sec. 7. Work Force

- (a) Work Force: It is hereby agreed between the parties that secondary only to the safety and welfare of the general public of River Rouge, the safety and welfare of the officers of the department is of primary concern to the parties and that it is the intent of neither Employer nor the Union to create a situation

whereby any particular shift of the department shall operate with less than five (5) men assigned at roll call.

- (b) It being understood however, that occasions shall arise during the regular tour of duty wherein an officer or officers will be technically out of service for a period of time performing various assignments. This shall not be construed to be cause to call in extra manpower to replace the officer or officers.

ARTICLE XIII

VACATIONS

Sec. 1.

The vacation eligibility year shall be the time between the employee's anniversary date of hire and one (1) year thereafter and in yearly periods thereafter.

Sec. 2.

The City shall grant paid vacations in accordance with the following schedule:

<u>SENIORITY</u>	<u>DAYS PAID PER MONTH</u>
1 year	2
11 years	2 1/12
12 years	2 2/12
13 years	2 3/12
14 years	2 4/12
15 years	2 5/12

An employee shall be entitled to receive full vacation pay as set forth above if he has actually performed work, received vacation pay, or received sick pay for eleven (11) days during the month.

Sec. 3.

Time off for vacation purposes shall be compulsory.

However, vacation time may be accumulated, not to exceed earned vacation time of two (2) work years, but only if earned vacation time is not made available by the City during the year.

Sec. 4.

Time off for vacation purposes shall be split into two near equal periods known as summer vacation and winter vacations. Employees shall be afforded an opportunity to designate their first preferred vacation period prior to April 1st. Vacation schedules shall be based on seniority, by Shift and Division, in rank and second, seniority in Department. Final allotment of vacation periods shall be reserved exclusively to the Employer, subject to the terms of this Contract.

Sec. 5.

Illness certified by a doctor's certificate occurring during an employee's scheduled vacation period shall be charged against sick leave.

ARTICLE XIV

HOLIDAYS

Sec. 1.

The following sixteen (16) days shall be considered as holidays for purposes of this Agreement:

- |                                  |                                |
|----------------------------------|--------------------------------|
| (1) New Years Day                | (9) Veterans Day               |
| (2) Martin Luther King (Jan. 15) | (10) Thanksgiving Day          |
| (3) Lincoln's Birthday           | (11) Easter                    |
| (4) Washington's Birthday        | (12) Christmas                 |
| (5) Memorial Day                 | (13) Employee's Birthday       |
| (6) Independence Day             | (14) City General Election Day |
| (7) Labor Day                    | (15) Good Friday               |
| (8) Columbus Day                 | (16) Employee's Hire Date      |

Sec. 2.

In the event the department schedule will not permit the employee to take his birthday holiday on the designated calendar day, the employee shall be entitled to take this holiday not later than ten (10) calendar days thereafter. If the employee is unable to take the birthday holiday, through no fault of his own, he shall be paid one day's pay at the rate of time and one-half.

Sec. 3.

An employee must work his last scheduled work day before and his first scheduled day after the holiday to be eligible for holiday pay if he is scheduled off on the holiday. It is not the intent of this section to penalize for extended illness.

Sec. 4.

Employees working the above holidays (in Section 1) shall receive a regular days pay plus time and one-half.

ARTICLE XV

FUNERAL LEAVE

Sec. 1.

An employee shall be entitled to the four (4) days immediately following the date of death per funeral with pay to make preparation for and attend the funeral and burial of an immediate member of his family; provided he or she attends the funeral. There will be an additional two (2) days granted for travel if the funeral is out of the State.

Sec. 2.

An immediate member of the family for this purpose shall be deemed to be a husband, wife, parent or parent of a current spouse, brother, sister, the employee's children, grandchildren and grandparents.

Sec. 3.

An employee shall be allowed the day of the funeral in the case of a deceased brother-in-law or sister-in-law, plus such travel time as is necessary, not to exceed a total of three (3) days; provided he attends the funeral. Any additional time shall be charged against the employee's leave time.

ARTICLE XVI

SICK LEAVE

Sec. 1. ACCUMULATION OF SICK LEAVE CREDITS.

- (A) For the purpose of this section, "Sick Leave Day" shall mean an eight (8) hour work day.
- (B) Each employee shall acquire  $1\frac{1}{2}$  days of sick leave credits for each month of service rendered, not exceeding an aggregate of fifteen (15) per calendar year.
- (C) Each employee will be eligible to take any earned sick leave from day of hire.
- (D) Sick leave credits of fifteen (15) days each calendar year as provided in Section 1 (B) above may be accumulated to one hundred twenty (120) days.
- (E) Sick leave credits after full accumulation of one hundred twenty (120) days: If no sick days are taken, the following year the employee will be compensated at the rate of one-half of the unused days in pay.
- (F) Any police officer taking three (3) or less sick days per year, between January 1 and December 31 of any one year, shall receive an additional two (2) sick days in his sick bank.



Sec. 2. Resignation or Retirement.

In the event an employee resigns, retires, or dies, he, or his heir or heirs, shall receive compensation in a sum equivalent to all of his accumulated sick leave credits up to and including one hundred twenty (120) days at his prevailing hourly rate. All days over one hundred twenty (120) days will be paid at fifty percent (50%) of the prevailing hourly rate.

Sec. 3. Occupational Injury.

In the event of injury, sickness or disease suffered or contracted by any member of the Police Department, and arising out of and in the course of his employment as such, which qualified the member for, and which he received, compensation under the Workmen's Compensation Laws of the State of Michigan, the City shall pay unto such member the difference between the amount of the members regular weekly pay and the amount received under the Workmen's Compensation Laws of the State of Michigan for a period not to exceed one year from and after the date of said injury, sickness, or disease. The City further agrees that no charge against the member's accumulated sick leave time shall be made on account of time lost as the result of such injury, sickness or disease.

Sec. 4. Medical Certificate.

A. Effective 7/1/79: In the event an employee is off on sick leave for four (4) consecutive or more days he

shall produce a medical certificate indicating the nature and extent of his illness.

B. Effective 7/1/80: In the event an employee is off on sick leave for three (3) consecutive or more days he shall produce a medical certificate indicating the nature and extent of his illness.

C. An employee shall be suspended without pay until an acceptable certificate is produced. Any employee found to be abusing sick leave privileges shall be subject to disciplinary action including discharge.

ARTICLE XVII

PERSONAL LEAVE DAYS

Sec. 1.

Each police officer shall be entitled to three (3) personal days per year for personal business and/or emergencies. The three (3) days shall not be charged against sick leave.

Sec. 2.

A police officer with fifteen (15) or more years of service shall receive two (2) additional personal days per year, for a total of five (5) personal days per year.

Sec. 3.

An officer requesting personal days shall be required to give his Commanding Officer forty-eight (48) hours notice. Personal leave days shall be acquired July 1st of each year and forfeited June 30th of the following year, if not used.

Sec. 4.

Personal days shall not be traded. If personal days are not used, officers will not be compensated for unused days.

Sec. 5.

The final approval of personal leave days shall rest with the Chief of Police. Approval shall not be unreasonably withheld.

ARTICLE XVIII

LIFE INSURANCE

Sec. 1.

An employee shall be eligible for life insurance coverage from his date of hire or as soon as accepted by the insurance company and be working full time.

Sec. 2.

The City shall provide term life insurance for each employee payable \$8,000.00 upon death and \$500.00 per month for thirty-six (36) months to his survivor. The employee shall be authorized, at his own expense, to provide additional coverage for himself or his dependents if he so desired.

Sec. 3.

The City shall provide accidental death and dismemberment insurance in the amount of \$6,000.00 on each employee.

Sec. 4.

The Employer shall select or change the insurance carrier or carriers or establish a self-insured plan in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind.

Sec. 5.

When employment or seniority is interrupted by quit or leave of absence, all insurance coverage continues only for the balance of the month in which termination occurs. When employment or seniority is interrupted by discharge, all insurance coverage will terminate immediately after discharge appeals are exhausted. When employment or seniority is interrupted by lay-off insurance coverage shall terminate one hundred eighty (180) days after lay-off occurs.

Sec. 6.

All benefits shall be subject to standard provisions set forth in the policy or policies.

ARTICLE XIX

HOSPITALIZATION INSURANCE

Sec. 1.

The Employer agrees to provide group hospitalization medical coverage for each employee covered by this agreement and for his family under the Blue Cross-Blue Shield MVF-2 Plan with Master Medical and a \$1.00 deductible drug rider; provided, however, the Employer may change insurance carrier or carriers or be self-insured to provide like benefits, upon mutual agreement with the Union.

Sec. 2.

When employment or seniority is interrupted by quit or leave of absence, all insurance coverage continues only for the balance of the month in which termination occurs. When employment or seniority is interrupted by discharge insurance coverage shall terminate immediately after discharge appeals are exhausted. When employment or seniority is interrupted by lay-off, insurance coverage shall terminate one hundred eighty (180) days after lay-off occurs.

Sec. 3.

The Employer shall have no obligation to duplicate any benefit an Employee received under any other policy with any other Employer notwithstanding the circumstances of eligibility, amount or duration of benefits, and it shall

be the obligation of the Employee to inform the Employer of any and all insurance coverage from the same carrier enjoyed by said Employee other than the coverage provided by the Employer in this Agreement.

Sec. 4.

Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, state, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments; the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.

Sec. 5.

It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted and in the event the policy provides for survivor benefits and there are no eligible survivors, no benefits shall be paid.

Sec. 6.

As a condition of continued receipt of benefits, the insurer has the right to have the employee examined at its expense while a claim is pending or being paid.



Sec. 7. Dental Insurance.

A. Effective 7/1/79, the City shall provide each employee and all members of his immediate family (as defined by insurance carrier) with dental insurance, within the limitations provided in this Article, consisting generally of 60% co-insurance and \$25.00 deductible to a maximum benefit of \$600.00 per year for maintaining and for partials, bridges, and other work in such class. The Employer shall select the insurance carrier which may or may not be the same carrier for other insurance provided herein.

B. Effective 7/1/80, the City shall provide each employee and all members of his immediate family, (as defined by insurance carrier) with dental insurance, within the limitations provided in this Article, consisting generally of 75% co-insurance and \$25.00 deductible to a maximum benefit of \$600.00 per year for maintaining and for partials, bridges, and other work in such class. This provision is applicable to retirees who retire after 7/1/80. The Employer shall select the insurance carrier which may or may not be the same carrier for other insurance provided herein.

Sec. 8.

Effective 7/1/80, the City shall provide each employee and all members of his immediate family an Optical Insurance Plan equivalent to the Co-Op Optical Service Program and the City's cost shall not exceed \$30.00

Sec. 9. Hospitalization Coverage

Subsequent to July, 1980, a study committee will be formed composed of three (3) members of the F.O.P. Labor

Council and three (3) members selected by the Employer to look into the possibility of becoming self-insured or picking up a different carrier with the same coverage that is presently provided employees.

ARTICLE XX

RETIREES

Sec. 1.

Effective July 1, 1976, all retirees upon retiring will be guaranteed \$8,000.00 life insurance paid by the City.

A. All retirees upon retiring will be guaranteed paid Blue Cross MVF-2 and drug rider with \$1.00 deductible for himself and his family; however, there shall be no duplicity of coverage and/or premiums, ie; medicaid, etc.

Sec. 2.

Negotiated Pension Benefit Changes:

The Chapter of the City Charter relative to Police Retirement System is hereby amended as follows:

(A) The council will take appropriate amendatory action to effect the negotiated changes.

(B) The changes are:

1. Upon separation or death, a member's contribution may be withdrawn regardless of service time.
2. Average final compensation shall be the average of the highest annual compensation received by a member for any period of three years of a member's last ten years of service.

3. The survivor or survivors of members shall receive an amount equal to fifty (50%) percent of said members retirement benefit. The previous options known as "A" or "B" are eliminated.
4. A member shall have the option to elect to use up to three (3) years military service time as service time for retirement. Members not having military service time shall have up to two (2) years credit to apply toward retirement service time. Appropriate contributions shall have to be made by members electing such option. All such service time shall be purchased on or before July 1, 1981 based upon their salary for the 1980-81 fiscal year, otherwise, 30 to 90 days immediately prior to retirement, based upon their then current salary.
5. All service time with the City shall be used to compute a member's pension benefit. Therefore, the service time accrued between twenty-five (25) and thirty (30) years of service is to be used to compute said benefits. Thus, a retiree's pension would equal number of years of service times "the percentage" times average final compensation. The maximum would be seventy (70%) percent

of the then current annual rate of compensation of Patrolman or Pipeman, whichever is higher.

6. A member of the Police Department will be permitted to earn as much on some job outside the employe of the City as he earns on a duty disability pension, provided:
  - A. Anything earned over and above the like amount he earns on a duty disability pension, outside the employe of the City, will be deducted from that amount due and owing him from the City Police and Fire Retirement System while on a duty disability pension.
  - B. He submits to a physical examination yearly by a doctor of the River Rouge Police and Fire Retirement Systems choosing.
  - C. That he discloses his W-2 form before April 15 of each tax year in order to qualify for a duty disability pension from the River Rouge Police and Fire Retirement Systems for the ensuing year.
7. Retirees (Under options) increase - to be agreed upon at a later date.

ARTICLE XXI

UNIFORM CLEANING AND GUN ALLOWANCES

Sec. 1. Clothing and Cleaning Allowance.

A. Effective 7/1/79: The City shall pay each employee of the Police Department a uniform and cleaning allowance of \$450.00 payable the first pay period in August.

B. Effective 7/1/80: The City shall pay each employee of the Police Department a uniform and cleaning allowance of \$500.00 payable the first pay period in August.

C. Effective 7/1/81: The City shall pay each employee of the Police Department a uniform and cleaning allowance of \$600.00 payable the first pay period in August.

Sec. 2. Gun Allowance.

The City will pay each employee covered by this Agreement a gun allowance in the amount of \$365.00 payable on or before December 1 each year, in recognition of the officer's responsibility in carrying a gun in the City during non-duty hours.

ARTICLE XXII

CALL IN TIME

Sec. 1.

Employees called back after they have completed their regular eight (8) hour tour of duty and who have departed, or who are called back on a normal day off shall be paid for all such work at the rate of time and one-half, not to be less than three (3) hours pay.

Sec. 2.

Employees reporting for their regularly scheduled tour of duty and are sent home to report back to work for another scheduled tour of duty, shall be renumerated at the rate of three (3) hours pay, provided that an eight (8) hour prior notice was not afforded him that the change was forthcoming.

ARTICLE XXIII

COURT TIME

Sec. 1.

Because of the nature of their work, police officers may be required to appear in court at hours other than their regular scheduled shift.

Sec. 2.

When the Employer requires an off duty employee to appear in 26th District Court, Division I, the employee shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) his regular hourly rate.

Sec. 3.

When the employer requires an off duty employee to appear in Circuit Court or Common Pleas Court or any work connected court appearance, the Employee shall receive a minimum of four (4) hours pay at the rate of one and one-half (1 1/2) his regular hourly rate without any premium whatsoever.

Sec. 4.

Hours worked under this Article shall not be considered in any manner for purposes of overtime considerations.



ARTICLE XXIV

LONGEVITY PAY

Sec. 1.

In recognition of length of service, the City shall pay regular full-time employees who have attained seniority longevity pay. Seniority for purposes of this Article shall mean continuous service with the City from his most recent starting date of hire.

Sec. 2.

Longevity pay shall be \$120.00 upon completion of one year of service and an additional \$20.00 per year upon completion of each subsequent year of service up to a maximum of \$500.00 longevity pay.

Sec. 3.

The longevity pay eligibility year shall be the time between the employee's anniversary date of most recent hire and one year thereafter and in yearly periods thereafter.

Sec. 4.

Longevity pay shall be paid the first payroll following an employee's anniversary date of hire.

ARTICLE XXV

OVERTIME PAY

Sec. 1.

If requested to work overtime, an employee will be expected to do so unless he is excused for good cause.

Sec. 2.

Overtime shall be paid for all hours worked in excess of the regular seven (7) or fourteen (14) day work schedule unless such schedule has been mutually changed. Unexcused absence shall not be counted as a day worked for the purpose of this Section.

Sec. 3.

The rate for overtime pay shall be one and one half (1 1/2) times the employees regular hourly rate excluding all forms of premium pay except shift premium.

Sec. 4.

Overtime pay shall not be pyramided or compounded or paid twice for the same hour worked.

ARTICLE XXVI

SPECIALIZED PREMIUM PAY

Sec. 1.

Each member of the Police Department who is trained and certified as a Breathalyzer Operator shall receive the sum of One Hundred Four (\$104.00) Dollars per year as compensation for being on stand-by duty provided that there shall be no duplication of stand-by pay for any police officer. The above to be paid in July of each year.

ARTICLE XXVII

STAND-BY DUTY

Sec. 1.

When directed by the Police Chief to stand-by for possible active duty, all employees so ordered shall receive a minimum of three (3) hours pay in cash at the established hourly rate for the position. All hours of such stand-by duty in excess of three (3) hours shall be paid at the rate of fifty (50%) percent of the regular rate in compensatory time off. Such accumulated compensatory time shall be taken subject to the manpower requirements of the Department, and the approval of the Police Chief.

ARTICLE XXVIII

SHIFT PREMIUM

Sec. 1.

The Employer shall have discretion to establish and change the shifts and their starting times. For purposes of this section, the first shift shall start at 11:00 o'clock P. M., the second shift shall start at 7:00 o'clock A. M., and the third shift shall start at 3:00 o'clock P. M.

Sec. 2. Shift Premium.

(A) Effective 7/1/79: A shift premium of twenty-five (\$.25) cents per hour worked shall be paid to all employees actually working on the regular third (3rd) shift. A shift premium of thirty (\$.30) cents per hour worked shall be paid to all employees actually working on the regular first (1st) shift.

(B) Effective 7/1/80: A shift premium of thirty (\$.30) cents per hour worked shall be paid to all employees actually working on the regular third (3rd) shift. A shift premium of thirty-five (\$.35) cents per hour worked shall be paid to all employees actually working on the regular first (1st) shift.

(C) Day shift (second shift) employees who work beyond their regular scheduled working hours shall not receive shift premium. Third and First shift employees who work beyond their regular scheduled hours shall continue to receive their respective shift premium.

ARTICLE XXIX

PROMOTIONAL EXAMINATIONS

Sec. 1.

Promotions within the Police Department to positions in the bargaining unit shall be based on employment history, seniority, an open competitive written examination, and an oral interview. Candidates will be ranked on an eligibility list and shall be selected for vacancies according to their ranking, ie; number 1 gets first vacancy if filled.

Sec. 2. Written Examination.

(A) Officers with three (3) years of service shall be eligible to write for Corporal exam. Officers with five (5) years of service are eligible to write the Sergeant exam. Sergeants must be in rank three (3) years to write for Lieutenant exam.

(B) The written examination shall be administered by the River Rouge Chief of Police or his designee, using an accredited police promotional type examination. A representative of the Fraternal Order of Police shall be present when papers or tests are graded, provided the representative does not have a personal interest in the examination.

(C) The written examination shall have a passing score of the arithmetic average of all scores recorded at the particular examination, but not less than a sixty (60%) percent score. The written examination shall be weighed at fifty (50%) percent of the total competitive examination results and the fifty (50%) percent shall be determined by the score between the average score or sixty (60%) percent, whichever is higher, and one hundred (100%) percent.

(D) Once an applicant passes an examination for promotion to Sergeant, he shall be required to attend the Officers Candidate School of the Criminal Justice Institute and successfully pass the basic "Supervision Course" and "Basic Patrol Sergeant Court" before eligible for promotion to Sergeant. Once an applicant passes an examination for promotion to Lieutenant he shall be required to attend and pass the Lieutenant Middle Management Course.

(E) Once an applicant passes a promotional examination, he shall remain on the eligibility list for three (3) years without re-taking the written examination; provided, however, his score may be improved by re-taking the examination when offered.

### Sec. 3. Oral Interview.

The oral interview shall be conducted by a board composed of police officers qualified to measure personal characteristics of the applicant and also the applicant's potential as a supervisor.

Qualified citizens with expertise in the field of management shall also be eligible to serve on the oral board.

The oral interview shall be weighed at twenty-five (25%) percent of the total competitive examination and the oral examination shall be based on a scale of from 0 to 100.

Sec. 4. Seniority.

Seniority shall be weighed at twenty-five (25%) percent of the total competitive examination and shall be based on five (5) points for each year of service.



ARTICLE XXX

RIVER ROUGE POLICE DEPARTMENT

PAY SCHEDULE

UNIT I

Sec. 1.

The following pay schedule shall be effective July 1:

	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
Patrolman - Start	\$17,120.00	\$18,489.60	\$20,061.22
Patrolman - 1 year	\$19,153.00	\$20,685.24	\$22,443.49
Patrolman - 2 year	\$20,223.00	\$21,840.84	\$23,697.31
Patrolman - 3 year	\$20,758.00	\$22,418.64	\$24,324.22
Patrolman - 4 year	\$21,186.00	\$22,880.88	\$24,825.75
Corporal -	\$21,500.00	\$23,320.00	\$25,502.00

Sec. 2. Educational Incentive Bonus.

(A) Education incentive bonus shall be paid, effective July 1, 1979, for all employees who shall have achieved the following:

Associates Degree	\$100.00
Bachelor's Degree	\$200.00
Master's Degree	\$300.00

These payments are to be made annually to all qualified employees.

The degree should be job related.

ARTICLE XXXI

INSURANCE COMMITTEE

The parties agree that a committee - composed of three (3) members of the Fraternal Order of Police Labor Council, selected by the Union, three (3) members selected by the Employer and the Financial Advisor of the Police and Fire Pension Board - shall meet to discuss the feasibility of retirees withdrawing their contributions and earned interest from the Police/Fire Retirement System by arriving at a formula; thereby receiving a reduced pension allowance from the Retirement System.

NOTE: Said plan will be implemented only when both the "F.O.P." and the "Employer" consent to the implementation thereof.

ARTICLE XXXII

PENSION COMPUTATION (HIREES AFTER 1/1/80)

Subsequent to 1/1/80, all new hirees shall have computed for final average compensation, for pension purposes, the following items only:

- 1 - Salary (Base)
- 2 - Longevity
- 3 - Shift Differential
- 4 - Holidays & Sick Days earned during the year the employee retires.

ARTICLE XXXIII

DURATION

Sec. 1.

This Agreement shall be effective the 1st day of July, A. D., 1979, and shall remain in force and effect to and including the 30th day of June, A. D., 1982.

Sec. 2.

The parties agree that, commencing not later than February 1, 1982, they will undertake negotiations for a new agreement for a succeeding period.

Sec. 3.

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

*City of River Rouge*

LEGAL DEPARTMENT

10600 WEST JEFFERSON AVENUE

RIVER ROUGE, MICHIGAN 48218

PHONE 843-4344

KAYE TERTZAG  
CITY ATTORNEY

ESLY WILLIAMS  
ASSISTANT CITY ATTORNEY

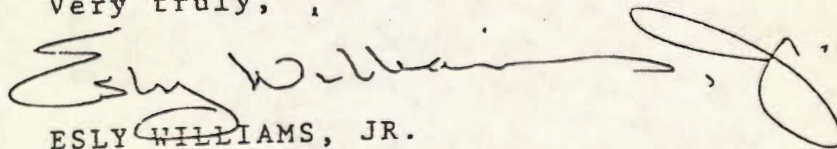
December 2, 1980

Chief Edgar O'Hara  
River Rouge Police Department  
10600 West Jefferson  
River Rouge, MI 48218

Dear Chief O'Hara;

Pursuant to contractual agreement, all sick days accumulated over and above 120 days should be paid on or after January 1, 1981. Said sick days thereafter should be kept on a month to month basis to preclude difficulties arising in the future.

Very truly,



ESLY WILLIAMS, JR.  
Assistant City Attorney

EW/jd

ARTICLE XXXIV

GENERAL

Sec. 1.

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Lodge, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefor, such remaining provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Sec. 2.

The City shall provide copies of this Agreement to the Fraternal Order of Police.

IN WITNESS WHEREOF, The parties have executed this Agreement on the 5<sup>th</sup> day of December, 1980.

LODGE 127 OF THE FRATERNAL  
ORDER OF POLICE

CITY OF RIVER ROUGE

BY: *Michael J. [Signature]*  
Its President

BY: *[Signature]*  
Its Mayor

BY: *David A. [Signature]*  
Its Secretary

BY: \_\_\_\_\_  
Its Clerk

MEMORANDUM OF UNDERSTANDING

The following Memorandum is entered into by the parties listed below for the purpose of reviewing and/or modifying the present Police Department Rules and Regulations and matters relative thereto.

The parties will continue to negotiate and prepare new Rules and Regulations for the Police Department even though this Agreement has been completed in principal part.

It is the intent of the parties that this Memorandum shall become a part of the Current Collective Bargaining Agreement and the same is incorporated by reference.

For the City:

James D. [Signature]

\_\_\_\_\_

Edw. B. Williams, Jr.

For the F. O. P.:

[Signature]

David A. Israel

\_\_\_\_\_

Dated: December 5<sup>TH</sup>, 1986